

## MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding ("MOU") confirms the agreement between the U.S. Embassy/Kabul and the Ministry of Interior (MoI) for the temporary custody and use of USG armored vehicles.
2. The U.S. Government, through USAID, will loan six (6) armored vehicles to the MoI for the transport of presidential candidates during the Afghanistan election period from on or about July 6, 2009 to September 15, 2009.
3. The armored vehicles that will be in the control and supervision of the MoI are described as follows:

Type	4-door utility vehicle
Year/Make/Model	2003 Chevrolet Suburban
Color	Black/Silver Trim
VIN	3 GNGK26U22G318402
Mileage Odometer	29819 Mile
Registration No.	68788
License Plate No.	CD 124-211

Type	4-Door utility vehicle
Year/Make/Model	2003 Chevrolet Suburban
Color	Black/Silver Trim
VIN	3GNGK26U73G183449
Mileage Odometer	481 Mile
Registration No.	68785
License Plate No.	CD 124-214

Type	4-Door utility vehicle
Year/Make/Model	2003 Chevrolet Suburban
Color	Black/Silver Trim
VIN	3GNGK26U53G181943
Mileage Odometer	13849 Mile
Registration No.	68790
License Plate No.	CD-124-198

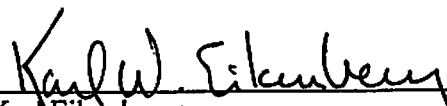
Type	4-Door utility vehicle
Year/Make/Model	2004 Toyota Land Cruiser
Color	White
VIN	JTECB09J003017541
Mileage Odometer	17770 Km
Registration No.	229148
License Plate No.	CD 124-273

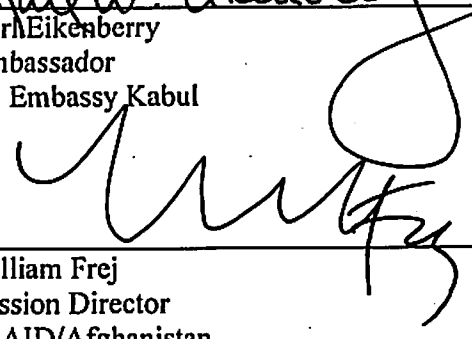
Type	4-Door utility vehicle
Year/Make/Model	2004 Toyota Land Cruiser
Color	White
VIN	JTECB09JX03017949
Mileage Odometer	31344 Km
Registration No.	229153
License Plate No.	CD 124-278

Type	4-Door utility vehicle
Year/Make/Model	2004 Toyota Land Cruiser
Color	White
VIN	JTECB09J203018013
Mileage Odometer	33548 Km
Registration No.	229150
License Plate No.	CD 124-275

4. The armored vehicles are and will remain titled and registered in the name of USAID/Afghanistan. However, upon taking custody of the vehicles, the MoI will provide the appropriate plates for the vehicle. The MoI will be fully and solely responsible for (a) the costs of operation, including fuel and oil, and repairs of the armored vehicles; (b) any liability for damage to property or injuries to persons arising out of or relating to the operation of the armored vehicles; and, (c) security of the armored vehicles. Should repairs be required on the armored vehicles during the time the armored vehicles are in the custody of the MoI, the MoI will notify USAID of the nature of the repairs required and the cost. USAID will provide instructions to the MoI regarding the repairs.
5. The MoI will release and indemnify the U.S. Government and its officers, employees, agents and representatives against, and hold them harmless from, any and all liabilities, claims, damages, losses, injury or death of a candidate, MoI employee or third party, and expenses of any kind (including reasonable attorney fees) arising out of or relating to the operation of the armored vehicles.
6. The MoI will use and operate the armored vehicles in accordance with the terms and conditions of this MOU.
7. The armored vehicles will be available for pick up by the MoI on or about July 6, 2009. The vehicles must be returned to USAID/Afghanistan by September 15, 2009.
8. The condition of the armored vehicles, as inspected by the MoI, upon pick up is "as is". USAID makes no representations or warranties, express or implied, as to the condition of the vehicle or of its fitness or suitability for any purpose. No additional communications or safety equipment will be provided with the armored vehicle other than what is currently part of the armored vehicle.
9. Attached to and incorporated into this MOU is the Vehicle Maintenance & Operating Procedures.
10. The MoI will provide verification that its drivers are certified and licensed to drive an armored vehicle. The MoI will ensure that the certification and license are maintained during custody of the armored vehicle.
12. This MOU will remain in effect until September 1, 2009, or when the armored vehicle is returned to USAID/Afghanistan, whichever occurs first. U.S. Embassy Kabul may terminate this MOU upon seven days written notice, in which case the MoI will return the armored vehicles as instructed by USAID/Afghanistan.

IN WITNESS WHEREOF, the parties have caused this MOU to be signed by their duly authorized representatives as of this \_\_\_\_ day of July 2009.

  
Karl Eikenberry  
Ambassador  
US Embassy Kabul

  
William Frej  
Mission Director  
USAID/Afghanistan

\_\_\_\_\_  
Mohammad Haneef Atmar  
Minister  
Ministry of Interior

**Attachment I - Vehicle Maintenance & Operating Procedures**

## **Attachment – I – Armored Vehicle Maintenance & Operating Procedures**

In accordance with the terms of this MOU, the MoI agrees to return the armored vehicles to USAID by September 1, 2009, and to operate and keep in good operating condition the armored vehicles for the duration of this MOU with the following procedures:

1. Each vehicle will be provided with a log book for recording date of use, passengers, current mileage and mileage for each trip. The passenger will sign for each trip as provided for by the driver.
2. Each vehicle's fluid levels, including engine oil, hydraulic oil, and coolant will be checked daily prior to any usage and if in the event any fluid levels are below normal operating levels, the MoI will ensure that the fluid levels are replenished in accordance with the armored vehicles' manufacturer's operating instructions.
3. If during the time when the armored vehicle is in the possession of the MoI, the armored vehicle requires repair, the MoI will notify USAID and USAID will provide further instructions to the MoI. All cost of repairs will be the responsibility of the MoI.
4. All accidents or security incidents involving the vehicle will be reported immediately by email or mobile phone to USAID. All accidents or security incidents will be follow-up with a detailed written report to USAID within 24 hours of the accident or the security incident. The MoI, the Embassy and USAID will then decide on the course of action to be taken.
5. The armored vehicles will be serviced and returned to USAID in full operable condition.